



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z07156

TITLE: Outbound Call Center Collections

ISSUE DATE: 03/12/07

REQ NO.: NR 860 FINS7000026

BUYER: John Hall

PHONE NO.: (573) 522-1620

E-MAIL: john.hall@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: April 11, 2007 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Department of Revenue – Customer Services Division
301 W. High St.
Jefferson City, MO 65109

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 03/01/07). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of Outbound Call Center Collection services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Pages
- 5) Exhibits A – G
- 6) Attachments 1- 4 The offeror is advised that attachments 3 and 4 provide additional information and instruction. These attachments are separate links that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments.
- 7) Terms and Conditions

1.2 Pre-Proposal Conference - A pre-proposal conference regarding this Request for Proposal will be held on March 26, 2007 at 10:00 a.m., in Room 510 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

1.2.1 Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.2 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

- a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
- b. During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
- c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.2.3 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Tour of Call Center Area:

- 1.3.1 A tour of the call center area will be held immediately following the Pre-Proposal Conference. The purpose of the tour is to allow potential offerors an opportunity to view the call center area prior to submitting a proposal. **POTENTIAL OFFERORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** A record of those potential offerors attending the tour will be maintained for verification purposes.
- 1.3.2 Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the call center area and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements.
- 1.3.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the scheduled tour of the call center area, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.3.4 All questions regarding the Request for Proposal and/or the competitive procurement process **must** be directed to John Hall of the Division of Purchasing and Materials Management at (573) 522-1620.

1.4 Background Information:

- 1.4.1 No current contract exists for the service required herein.
- 1.4.2 For the purposes of the RFP, a “case” is defined as one and/or both of the following:
 - a. Taxpayer - A taxpayer is defined as:
 - 1) A business entity that has filed a tax return, however owes a certain sum of funds to the State of Missouri; or
 - 2) A person or persons that have filed an individual income tax return, however owes a certain sum of funds to the State of Missouri; or
 - 3) A person or persons that have not filed an individual income tax return, but whose income tax balance due is based on federal income as reported to the IRS or other sources; or
 - 4) A person or business entity that has not paid sales tax on a motor vehicle.
 - b. Non-filer - A non-filer is defined as a person or business entity believed to be engaged in a business within the State of Missouri and which has not filed tax returns or paid the appropriate business taxes due to the State of Missouri.
- 1.4.3 The Department of Revenue, Customer Services Division utilizes the three proprietary computer applications listed below to assist in the collection of delinquent tax cases:
 - a. WebCACS – a collections case management system.
 - b. Strata 4.0 – a decision management solution system.
 - c. Avaya 12.0 – a predictive dialer system.
- 1.4.4 WebCACS by CGI is capable of prioritizing and scheduling cases for defined collection activity. WebCACS can be accessed through a web browser. To connect to WebCACS, a user can launch the web browser, enter the URL of the application, and log-in. All functions on WebCACS are performed using the web browser. When connected, the web browser displays graphical user interface (GUI) with menus, buttons, and hyperlinks for navigating within WebCACS. Some of the characteristics of WebCACS are as follows:
 - a. All liabilities for a business entity are available on a single screen.

- b. Case number, name, last known address, phone number, owner information, and the case's collection history may be available on the Taxpayer and the debt.
- c. WebCACS supports note lines and detailed history text.
- d. WebCACS provides broken promise follow-up.
- e. WebCACS provides the capabilities of separate collector queues, calendaring, automated letter requests, and automated updates based on dialer results.

1.4.5 Strata 4.0 by CGI is a decision engine that helps the Customer Services Division prioritize collections efforts by applying risk-based collection strategies to cases based on their likelihood of re-payment. Some of the characteristics of Strata are as follows:

- a. Decisions made by Strata are tracked for performance reporting purposes.
- b. Strata provides a means for performing controlled experiments as part of an effort to continuously improve strategies.

1.4.6 The Avaya 12.0 predictive dialer system is used by the Customer Services Division to manage call campaigns. Some of the characteristics of the predictive dialer system are as follows:

- a. Shared Calling Lists.
- b. Managed and predictive outbound call handling.
- c. Three fully featured blend options (outbound and inbound integration).
- d. Robust campaign design and scripting.
- e. Advanced monitoring and reporting capabilities.

1.4.7 The following shows the inventory of cases (including actual and estimated amounts, penalties, and interest to date) eligible for an outbound call as of the last day of the month indicated.

- a. Personal Tax Cases:

<i>Month</i>	<i># of Cases</i>	<i>Total Owed</i>
Jan 06	31,494	\$57,232,021
Feb 06	28,210	\$48,696,186
Mar 06	26,128	\$41,261,466
Apr 06	24,101	\$35,712,478
May 06	21,887	\$32,513,418
Jun 06	27,890	\$29,807,985
Jul 06	30,247	\$33,918,552
Aug 06	30,099	\$31,732,265
Sep 06	24,454	\$36,904,285
Oct 06	26,514	\$50,595,702
Nov 06	19,381	\$39,259,547
Dec 06	20,336	\$38,981,890

- b. Business Tax Cases:

<i>Month</i>	<i># of Cases Receivables</i>	<i>Total Owed Receivables</i>	<i># of Cases Non-filed</i>	<i>Total Owed Non-filed</i>
Jan 06	4,967	\$34,516,852	564	\$1,729,378
Feb 06	4,372	\$32,019,179	3,063	\$14,946,449
Mar 06	3,473	\$34,014,749	2,283	\$8,883,283
Apr 06	4,808	\$41,902,870	1,795	\$6,361,799
May 06	7,163	\$215,047,514	2,015	\$5,846,037
Jun 06	5,013	\$41,212,469	1,623	\$17,573,226
Jul 06	7,313	\$45,682,532	1,616	\$27,176,775

<i>Month</i>	<i># of Cases Receivables</i>	<i>Total Owed Receivables</i>	<i># of Cases Non-filed</i>	<i>Total Owed Non-filed</i>
Aug 06	5,900	\$60,152,233	2,087	\$7,611,109
Sep 06	4,909	\$65,728,069	1,661	\$7,172,644
Oct 06	5,005	\$66,593,019	1,038	\$7,087,413
Nov 06	4,861	\$39,859,336	1,760	\$2,452,660
Dec 06	4,554	\$56,520,102	1,560	\$2,617,643

c. Delinquent Motor Vehicle Sales Tax Accounts (DELFEET):

<i>Month</i>	<i># of Cases</i>	<i>Total Owed</i>
Jan 06	117,285	\$85,041,635
Feb 06	119,080	\$86,347,937
Mar 06	118,570	\$85,984,953
Apr 06	122,232	\$88,957,547
May 06	129,767	\$95,340,744
Jun 06	133,106	\$97,863,125
Jul 06	137,770	\$100,125,627
Aug 06	140,914	\$101,462,579
Sep 06	141,494	\$102,067,765
Oct 06	148,627	\$107,788,318
Nov 06	165,596	\$117,502,289
Dec 06	160,397	\$113,869,573

- 1.4.8 The Department of Revenue, Customer Services Division has not consistently attempted outbound calls on the entire inventory listed above. Based on call statistics, calls processed through the predictive dialer system produced a connect rate of 10.82% on Personal Tax Cases and 23.9% on Business Tax Cases. Contact attempts on the DELFEE cases have been limited over the past six (6) months.
- 1.4.9 Personal Taxes include Individual Income Tax. Business Taxes include Sales Tax, Use Tax, Withholding Tax, Corporate Income Tax, Corporate Franchise Tax, and other business-related taxes and fees that may be assigned in the future. DELFEE includes Delinquent Motor Vehicle Sales Tax owed by both individuals and businesses.
- 1.4.10 In the current Customer Services Division collection process, collections are obtained from current Customer Services Division call center staff and field staff. The approximate collections resulting from outbound calls for the last six (6) months of 2006 were as follows:
- a. Personal Tax - \$1,688,359
 - b. Business Tax - \$4,753,521
 - c. Business Tax Non-filer - \$2,045,851
 - d. DELFEE - \$4,356
- 1.4.11 Currently, outbound calls conducted by the Customer Services Division result in the following talk and case information update times:

<i>Tax Type</i>	<i>Talk Time</i>	<i>Update Time</i>
Personal Tax	2:15	2:10
Business Tax	2:25	2:07
DELFEET	2:01	0:50

- 1.4.12 The Customer Services Division possesses, as a core value, an emphasis on case service. This includes responsiveness to inquiries, courtesy in interactions with cases, accuracy in the information provided, and fair and consistent treatment of all cases.

- 1.4.13 Although not specifically tied to the services required herein, the Customer Services Division tax systems used to process state tax returns also generates notices that will refer taxpayers owing funds to the Department of Revenue and non-filers to call the Customer Services Division. Answering and responding to such incoming calls is the primary responsibility of the Customer Services Division's inbound call unit.
- 1.4.14 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall perform Outbound Call Center Collections for the Department of Revenue, Customer Services Division (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall perform all services to the sole satisfaction of the state agency.
- 2.1.3 The contractor shall perform collection services in order to secure resolution of delinquent tax balances and non-filed tax returns. Types of taxes shall include individual and corporate income tax, sales and use tax, employer withholding tax, motor vehicle sales tax, and other business taxes and fees that may be assigned by the state agency.
- 2.1.4 The contractor shall operate, manage, and staff the call center activities. The contractor shall locate the contractor's personnel in the state agency's location at the Harry S Truman Building located in Jefferson City, MO to perform the services required herein.
- 2.1.5 The contractor shall provide an onsite manager(s), as specified in the contractor's awarded proposal, for all contact, correspondence, and reporting with the state agency. The contractor's onsite manager(s) shall participate as a partner in the day-to-day management of the state agency's collections process. The contractor's onsite manager(s) shall communicate directly with the state agency contract liaison manager(s) and may be called upon frequently to interact with the state agency's customer services management.
- 2.1.6 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Implementation Requirements:

- 2.2.1 The contractor's outbound call center collections shall be fully operational within sixty (60) calendar days after effective date of the contract. The state agency reserves the right to postpone implementation of services, provided the state agency gives the contractor thirty (30) calendar days notice that the state agency intends to postpone service.
- 2.2.2 Immediately upon contract award, the state agency will designate a state agency contract liaison manager(s). The state agency will provide the contractor with the state agency contract liaison manager's name and telephone number. The contractor shall follow the state agency contract liaison manager's instructions throughout the implementation period and the duration of the contract.
 - a. In addition, the contractor's personnel may encounter problems, issues, concerns, or requests from cases to which the contractor's personnel will not be able to resolve. The contractor shall refer such to the state agency contract liaison manager(s) for resolution.
- 2.2.3 Prior to performing the services required herein, the contractor and each of the contractor's personnel assigned to the contract must have clearance approved by the state agency in order to provide service under the contract. The contractor's personnel must pass a background investigation completed by the state agency, including verification that all Missouri taxes (including individual income, sales, use, employer withholding, and motor vehicle sales tax) and returns have been filed and paid in full. For each contractor personnel assigned to the contract, the contractor shall also obtain security clearances from the State Highway Patrol.
 - a. By no later than thirty (30) calendar days after the effective date of the contract, the contractor shall provide the state agency with the following:

- 1) A copy of the security clearance information obtained from the State Highway Patrol for each person assigned to the building,
 - 2) A completed Authorization for Release of Information Form (Attachment #1), and Confidentiality Oath (Attachment #2) individually signed by the contractor and each person providing the services required herein.
- b. For each new person assigned to provide services, the contractor must provide the state agency with an approved security clearance, Authorization for Release of Information, and Confidentiality Oath prior to such person providing services.
- c. The state agency shall have the right to deny any of the contractor's personnel for any reason.

2.2.4 Initial Training - The state agency shall provide training to the contractor's personnel on the collections case management system, the state agency's tax systems used to process tax returns, and the specifics listed below. The state agency shall coordinate with the contractor on the scheduling of the training. The contractor and the contractor's personnel shall complete the initial training before providing the services required herein. The training received from the state agency will be extensive in order to fully prepare contractor's personnel and will be tax-type specific. The state agency estimates that training will take approximately two to four weeks to achieve minimum proficiency. The state agency shall not pay the contractor for the contractor personnel's time spent in training.

- a. Welcome to Collections.
- b. Advanced WebCACS System Usage.
- c. Collections Negotiation Techniques.
- d. Delinquent Inbound Calls.
- e. Delinquent Outbound Calls.
- f. Payment Plans.

2.2.5 Within ten (10) calendar days after the effective date of the contract, the contractor shall meet with the state agency to discuss the Return on Investment (ROI) evaluation method submitted in the contractor's awarded proposal. The state agency and the contractor shall determine and mutually agree upon the methods and measurements necessary to effectively review performance of services required herein. In addition, all ROI performance expectations, including outcome measures, output measures, efficiency measures, and quality measures shall be mutually agreed to by the state agency and the contractor prior to performing the services required herein, and shall be subject to quarterly review to confirm their effectiveness and to determine if adjustments should be made.

- a. By no later than thirty (30) calendar days following such meeting, the contractor shall submit a written and electronic copy of the ROI evaluation method to the state agency for review and approval.
- b. The contractor shall agree and understand that the state agency shall have approval authority of the ROI evaluation method and shall have the expressed right to require the contractor to modify the ROI evaluation method.
- c. Upon receipt of the state agency's approval, the contractor shall operate in accordance with the approved ROI evaluation method.

2.2.6 Liquidated Damages - The contractor shall agree and understand that the implementation of outbound call center collections in accordance with the requirements and timeframes stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and timeframes stated herein, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event that the contractor fails to have outbound call center collection services fully operational within the timeframes specified herein, the contractor shall be assessed liquidated damages in the amount of the contractor's percentage stated on the pricing page times \$4700.00 for each twenty-four (24) hour period thereafter in which call center collection services are not fully operational.
- b. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.3 Performance Requirements:

- 2.3.1 The contractor shall, with state agency approval, determine the hours in which call center collections services shall be provided. However, the contractor shall not perform the call center collections services before 6:00 a.m., Monday through Saturday. In addition, the contractor shall not perform call center collections after 8:00 p.m., Monday through Friday, and Saturday after 5:00 p.m. The contractor shall not perform call center services on Sundays. The contractor may perform call center services on state holidays.
- 2.3.2 The contractor shall download cases for collection activity from the collections case management system to the predictive dialer system. The contractor shall timely execute all telephone calls and diligently attempt contact with cases. The contractor shall perform collections services on delinquent cases until the case becomes eligible for collection enforcement activity.
 - a. The contractor shall agree and understand that a delinquent case is typically eligible for its first outbound call after it has been in the collections case management system for 35 – 85 days. Depending on risk level and dollar balance of the case, some cases will be scheduled for multiple calls.
- 2.3.3 Using the state agency's predictive dialer system, decision management solution system, and collections case management system, the contractor shall:
 - a. Contact taxpayers and arrange payment of the taxpayer's debt to the State of Missouri.
 - b. Contact non-filers and arrange submission of tax returns and payment of taxes to the State of Missouri.
- 2.3.4 The contractor shall accept cases assigned by the state agency without regard to geographical area, amount, or age of the case.
- 2.3.5 The contractor shall handle all inbound calls from cases in response to the contractor's outbound collection efforts (e.g. taxpayer responds to a message left by the contractor on the taxpayer's answering machine).
- 2.3.6 The contractor shall update cases on the collections case management system based on established state agency procedures and policies. The contractor shall review case information and route cases through the collections case management system.
- 2.3.7 The contractor shall instruct taxpayer cases to make checks, money orders, etc., payable to the state agency and that all such payments shall be mailed to dedicated post office boxes which the state agency

checks daily. The contractor shall accept taxpayer case credit card and EFT payments to the state agency in accordance with the state agency's payment processing procedures. The contractor shall not charge any fee to a taxpayer case for use of a credit card, EFT transaction, or other payment method to pay the debt.

- 2.3.8 Within 10 days after the effective date of the contract, the state agency shall provide the contractor with the payment agreement procedures regarding payments of debt from a taxpayer case. The contractor shall follow the payment agreement procedures when obtaining payments to the state agency from taxpayer cases.
- 2.3.9 The state agency may recall a taxpayer case that has been assigned to the contractor for collection. If the state agency recalls a taxpayer case, the contractor shall take no further action to collect the debt until notified by the state agency to do so.
- 2.3.10 The state agency will attempt to provide the contractor with current and accurate information concerning the amount each taxpayer case owes to the state agency. If the contractor discovers that the state agency's information is inaccurate, the contractor shall immediately notify the state agency and take no further action with regard to collection of the debt until state agency notifies the contractor to do so.
- 2.3.11 The state agency will manage all incoming returns, correspondence, and forms received as a result of work performed by contractor. The contractor's personnel who receive correspondence or other paperwork from cases shall forward correspondence to the state agency contract liaison manager(s).
- 2.3.12 The contractor shall agree and understand that while the case is placed with the contractor, the state agency will continue to age the case and simultaneously mail the delinquent case a series of notices, which may result in inbound calls to the state agency and case resolution by the state agency.
- 2.3.13 The contractor shall follow all state agency regulations established for administering the tax laws of the State of Missouri. The contractor shall follow the state agency's collections policies and procedures and adhere to such when interacting with cases. In addition, the contractor shall follow state agency procedures in the entry of data (structured and unstructured) into collections case management system.
 - a. The state agency's collection policies and procedures are available as Attachment 3.
- 2.3.14 The contractor shall provide collection services pursuant to the strategic and tactical direction of the state agency's collections and enforcement objectives. The state agency's collections strategy is available as Attachment 4.
- 2.3.15 The contractor shall not represent the state agency in the prosecution or defense of any court action in any jurisdiction, or in any court based collection activity concerning debt assigned to the contractor.
- 2.3.16 The contractor shall not initiate or maintain an action in its own name against a case before any court or in any jurisdiction concerning debt placed with the contractor.
- 2.3.17 The contractor shall not initiate or maintain a court action for collection of debt owed to or collected by the state agency, represent the state agency in any bankruptcy case, or conduct court based collection activities which require legal representation, such as garnishments or judgments.
- 2.3.18 The contractor shall comply with all applicable federal and state laws and regulations governing the collection of debt. These include, but are not limited to, the Fair Debt Collection Practices Act, guidelines established by the Federal Trade Commission Code of Ethics, the Rules and Regulations of the American Collector's Association, and any other laws or regulations which govern the collection of tax debt. If the contractor is pursuing the collection of a debt in a state other than Missouri, the contractor shall comply with that state's applicable laws and regulations which govern the collection of tax debt in

that state. If the contractor fails to comply with this requirement, the state agency may immediately cancel the contract.

- 2.3.19 The contractor shall not induce a taxpayer case to pay a debt upon a false promise or assurance that a lien will be released or that a judgment will be satisfied. The state agency shall not be bound by assertions made by the contractor to a taxpayer case. The contractor shall not file any documents with any court or other entity which purport to satisfy a judgment on behalf of the state agency.
- 2.3.20 The contractor shall not forgive or compromise debt, including tax, additions to tax, penalty, interest, and applicable fees. The contractor shall not make or solicit an offer in compromise from a case. If the contractor receives an unsolicited offer in compromise from a case, the contractor shall instruct the case as to the appropriate course of action to request an offer in compromise.
- a. If the contractor fails to comply with this requirement, the state agency may immediately cancel the contract. If the contract is canceled for such non-compliance, the contractor shall pay to the state agency the amount compromised or forgiven, in addition to any other remedy that the state agency may elect to pursue. The amount may be offset from any payment due to the contractor without entry of a judgment against the contractor or any other court action.
- 2.3.21 The contractor shall not enter into any formal or informal arrangements or agreements with cases, their agents or representatives to withhold information from the state agency that would permit the state agency or the contractor to more effectively or efficiently collect a debt owed to or collected by the state agency. If the contractor fails to comply with this requirement, the state agency may immediately cancel the contract.
- 2.3.22 The contractor shall not knowingly attempt to collect a delinquent case of a case who is serving in the United States Armed Forces, Vista, or the Peace Corps, and shall adhere to the state agency's guidance on handling such a case when one is encountered.
- 2.3.23 All information furnished to the contractor by the state agency from the state agency's tax systems will be obtained from sources believed to be reliable. However, the accuracy of the information is in no way guaranteed by the state agency. Therefore, the contractor shall agree that the state agency shall not be liable for any damages suffered by the contractor as a result of reliance on said information. Nothing in the contract shall be deemed to waive sovereign immunity.
- 2.3.24 Upon receipt of requests for public information including but not limited to, information concerning the contract, information concerning a case, statistical information, and demographic information, the contractor shall direct the inquiry or request to the state agency contract liaison manager(s). The contractor shall not release any information concerning the contract or cases without the express consent of the state agency.
- 2.3.25 During the effective period of the contract, the contractor shall not issue or cause to have issued, directly or indirectly, any press releases regarding the contract or the collection of debt without the prior review and approval of the state agency contract liaison manager(s). The contractor shall not, directly or indirectly, conduct interviews with members of the press concerning the contract or the collection of debt subject to the contract without the prior knowledge and approval of the state agency contract liaison manager(s).
- 2.3.26 The contractor shall immediately notify the state agency contract liaison manager(s) upon its receipt of a constructive notice of a complaint having been lodged orally or in writing against the contractor with regard to its debt collection practices which involve the collection of a debt subject of the contract. The contractor shall notify the state agency of any such complaint regardless of whether the complaint is made by a case, by a third party on behalf of a case, or by any other third party.

- 2.3.27 Neither the contractor, the contractor's personnel, or any subcontractor shall offer or give any gift, money, or anything of value or any promise for future reward or compensation to any state agency employee at any time.

2.4 Infrastructure Requirements:

- 2.4.1 The contractor should maintain no less than twelve (12) full time personnel in order to adequately perform the required services. In addition, the contractor shall provide two supervisory personnel onsite at all times when collection services are being provided.
- a. Due to limited state agency facility space, the contractor shall not provide more than 25 personnel. The contractor shall understand and agree that such personnel includes all the contractor's call center personnel, supervisors, and managers.
- 2.4.2 The contractor shall work in a homogenous environment with state agency. The contractor shall work in close physical proximity to state agency collection and support staff. The state agency will provide work space for contractor personnel. The contractor will be able to schedule conference room use in the state agency facility through a central scheduling process.
- a. The contractor shall agree and understand that general work conditions are moderately congested with individual workstations for contractor personnel consisting of semi-private workstations.
- 2.4.3 Prior to performing the services required herein, the contractor and the state agency shall jointly create an inventory report of the state agency owned equipment currently in use at the state agency's facility. The contractor and the state agency shall sign the inventory report and each shall retain a copy of the report.
- 2.4.4 The contractor shall be permitted to utilize, without charge, the state agency's current facilities, computer hardware and software, telephone system including local and long distance telephone service, printing, postage, office supplies, heat and air conditioning, water, electricity, janitorial services, and solid waste disposal for the sole purpose of performing the services required herein. In addition, the state agency will provide personal computers, drawers, chairs, bulletin boards, desk lighting, consumable office supplies, and other workstation essentials for the contractors' use. All state agency owned equipment and supplies assigned to the contractor shall be retained by the state agency and ownership shall not be transferred to the contractor.
- a. The contractor shall be permitted to use, without charge, stationery and envelopes with State of Missouri letterhead for the purpose of conducting collections activities pursuant to the requirement herein.
 - b. The state agency shall reasonably maintain, repair, or replace computer, office, and facility equipment supplied by the state agency for the contractor's use to the extent that the need for such maintenance, repair, or replacement is not caused by the intentional or negligent act or omission of the contractor. The state agency shall take ownership of all equipment replaced by the contractor.
 - 1) In the event that the need for maintenance, repair, or replacement is caused by the negligent or intentional act or omission of the contractor, or any other person or entity for whom the contractor is responsible, the contractor shall, at its sole cost and expense, promptly maintain, repair, or replace such equipment.
 - 2) If the contractor is unwilling or unable to maintain, repair, or replace such equipment, the state agency may make or have made any maintenance, repair, or replacement necessary for the continued operation of the collections services and shall charge the contractor for all costs and expenses associated with performing such maintenance, repair, or replacement.
 - c. If the contractor and the state agency determine that additional equipment is necessary in order for the contractor to efficiently and effectively conduct the services required herein, the contractor must

obtain and pay for such equipment. The contractor shall be responsible for the maintenance of contractor owned equipment. All contractor owned equipment shall be retained by the contractor and ownership shall not be transferred to the state agency.

- 2.4.5 Upon state agency approval, the contractor shall be permitted access to the state agency's facility after normal business hours, on holidays, and on weekends, in order for the contractor to perform call center collections if the contractor or state agency determines call center collections during such times to be more successful and productive.
- 2.4.6 The state agency shall provide the contractor with access to specified data residing on the state agency's mainframe computer and other subsidiary or associated computer systems in order to provide the services required herein. However, the state agency shall not be liable to the contractor for any direct or indirect costs or expenses which may be incurred by the contractor during periods when the mainframe computer and other subsidiary or associated computer systems or telephone systems are being serviced, if the system is inoperable for any reason, or if the contractor is unable to access the computer or telephone network for any reason. The contractor shall hold harmless the state agency from and against any and all liability, including any losses and damages, including lost profits, claims, and expenses occasioned by the failure to transmit signals accurately or in electric power transmission, even if such outage, interruption, or failure was occasioned in whole or in part by the acts or omissions of the state agency.
- 2.4.7 The contractor shall permit the state agency, or its designated representative, access to the area of the facility assigned to the contractor, with or without notice to the contractor, for the purpose of observing and inspecting the operation of the contractor, inspecting the premises, or for performing maintenance to or repairs or replacement of the facility or the equipment therein.
- 2.4.8 The contractor and the contractor's personnel shall not conduct any other activity at the state agency's facility or use the state agency's equipment for the purpose of conducting any other personal or business activity except those activities which relate directly or indirectly to the services required herein.
- 2.4.9 The state agency will provide all software, production, processing, and mailing services for collection related correspondence. The collections case management system correspondence can be either automatically generated or manually created by the contractor.

2.5 Contractor and Personnel Qualification Requirements:

- 2.5.1 When new contractor personnel are assigned to the contract, the contractor shall train such personnel in accordance to the initial training specified elsewhere herein. Any additional training of contractor personnel desired by the contractor shall be subject to prior state agency approval and will be at the cost of the contractor.
- 2.5.2 The contractor shall have at least two (2) personnel who are professionally certified in the operation of the state agency's predictive dialer system. The contractor shall have such professionally certified personnel onsite while performing collection services. Such contractor personnel shall acquire professional certification prior to performing the services required herein.
 - a. The contractor shall be responsible for all training and travel costs associated with obtaining or maintaining such predictive dialer system certification. Currently, the approximate price for the predictive dialer system certification is \$700.00 per person.
- 2.5.3 The contractor's key personnel shall have experience in the collection of taxes.
- 2.5.4 The contractor shall only utilize personnel in the performance of the services who are authorized to work in the United States in accordance with applicable federal and state laws and regulations.

- 2.5.5 The contractor shall remove and replace personnel it assigns to perform services required herein if the state agency has a reasonable objection based on performance, conflict of interest, compliance with the state agency tax return filing policy, the existence of an unsatisfied liability owed to the State of Missouri, and/or interpersonal relationship issues. The state agency will not request the removal of personnel for arbitrary reasons.
- 2.5.6 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for hiring employees, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.5.7 The contractor shall not knowingly employ any personnel who are currently employed by the state agency and who are providing services similar in nature to the scope of the contract.
- 2.5.8 The contractor's personnel should have a minimum of one-year experience in either a phone collection environment, telemarketing environment, or other telephone-based taxpayer services employment. The skills and competencies exhibited by the contractor's personnel shall include a strong customer service orientation, self control, negotiation and mediation skills, and verbal communication skills. The contractor's personnel shall possess and utilize discretion and tact in discourse in performing the collection services required herein.
- 2.5.9 The contractor's employees shall adhere to the state agency's relevant standard personnel policies. The state agency will provide the standard personnel policies to the contractor upon award of the contract.
- 2.6 Confidentiality Requirements:**
- 2.6.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.6.2 The contractor shall comply with Section 32.057, RSMo Pursuant to this section, it is unlawful for the contractor, its agents, and/or personnel to make known in any manner, to permit the inspection or use of, or to divulge to anyone any information relative to any report or return filed with the state agency, or any information received by the state agency in connection with the administration of the tax laws of the State of Missouri.
- a. If the state agency determines that contractor personnel engaged in activities that violate RSMo. Section 32.057, the identified contractor personnel shall be immediately released from the state agency's collection activity.
 - b. Persons making unlawful disclosure of information in violation of RSMo. Section 32.057, shall, upon conviction, be guilty of a Class D Felony.
- 2.6.3 The contractor shall not reveal, reproduce, disclose, sell, or make any information provided by the state agency or obtained during the collection process accessible in whole or in part, in any manner whatsoever including, but not limited to, any of the following:
- a. To any credit reporting agency(s) or service(s) without prior written approval of the state agency.
 - b. To any person other than the case unless required by law, or with the prior expressed and written consent of the state agency.

- c. To any third party to create, in whole or in part, a mailing list, telemarketing list, other marketing list or research aid, or other database.

2.6.4 Cases assigned to the contractor may include federal tax information obtained through state agency compliance programs in cooperation with the IRS. The contractor shall comply with and assume responsibility for compliance by the contractor's personnel with the requirements stated below regarding federal tax return information.

- a. The contractor shall not assign any portion of the contract involving federal tax information to a subcontractor without the prior written consent of the state agency and the IRS.
- b. If a subcontractor is providing services for a portion of the contract involving federal tax information, the contractor or the contractor's personnel shall supervise all work completed by the subcontractor.
- c. The contractor shall maintain a list of personnel with authorized access to the state agency's tax systems and collections case management system. Upon request, the contractor shall provide a copy of the list to the state agency or IRS.
- d. The contractor shall understand and agree to the following Criminal/Civil Sanctions:
 - 1) These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n). Each officer or contractor personnel to whom returns or return information may be disclosed shall be notified in writing that the returns or return information can be used only for the purpose and to the extent authorized by the contract. Further disclosure of any such return information for a purpose other than that authorized by the contract constitutes a felony punishable upon conviction by a fine of up to \$5,000 and/or imprisonment for up to five years or both. The contractor shall also notify each such officer and personnel that any such unauthorized disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.
 - 2) Each contractor officer or personnel to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and personnel that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or personnel in an amount equal to the sum of the greater of \$1000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure or inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. (See IRC section 7213A and 7431)
 - 3) Additionally, it is incumbent upon the contractor to inform its officers and personnel of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a, specifically 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(l). The Privacy Act provides that any officer or personnel of a contractor, who, by virtue of his/her employment or official position has possession of or access to state agency records which contain individually identifiable information the disclosure of which is prohibited, willfully

discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and a fine of up to \$5,000.

- 4) The IRS shall have the right to send designated representatives to inspect any facilities used by the contractor in performance of the contract. Based upon this inspection, specific measures may be required in the event the contractor is found to not be in compliance with contract requirements to safeguard confidential tax information.

2.7 Record Retention Requirements:

- 2.7.1 The contractor shall document in the collections case management system all state and federal tax returns or return information upon receipt and shall properly transfer all state and federal tax returns or return information to the state agency. The contractor shall not retain any output or work product after the time the work is completed.
- 2.7.2 The contractor shall understand and agree that any screen-prints or intermediate hard copy printout which may result during the processing of any federal tax return information or IRS data shall be given to the state agency contract liaison manager or designee. When this is not possible, or if otherwise directed by the state agency, the contractor shall be responsible for destruction of such documents. If requested by the state agency, the contractor shall provide the state agency contract liaison manager or designee, with a statement containing the date of destruction, a description of material destroyed, and method of destruction.
- 2.7.3 With the exception of the above stated requirements, the contractor shall shred and dispose of all documents containing any confidential information obtained pursuant to the contract as directed by the state agency.
- 2.7.4 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
 - a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency, its designees, and/or the Missouri State Auditor, and where federal funds are involved, the Comptroller General of the United States or any other authorized representatives of the United States, in an acceptable format and at all reasonable times during the term of the contract, and for five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it.
 - b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri and/or the United States to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor shall have the right to contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action. The contractor shall not impose any charges for access, audit, or examination of the contractor's books and records regarding its performance under the contract, and shall fully cooperate with authorized representatives in the access, audit, or examination of books and records.

2.8 Performance Measurement Requirements:

- 2.8.1 On a quarterly basis and when requested by the state agency, the contractor shall evaluate the state agency's return on investment (ROI) for the contract. The contractor shall conduct the ROI evaluation in accordance with the methods stated in the state agency approved ROI evaluation method. The ROI evaluation shall also include outcome measures, output measures, efficiency measures, and quality measures.
- 2.8.2 The contractor's onsite manager(s) shall, at the contractor's sole cost and expense, including travel expenses if applicable, meet with the state agency contract liaison manager(s) at least once per month during the original contract period and at least once each quarter during the remaining effective period of the contract to review contractor performance, scheduling, and information requirements.
- 2.8.3 The contractor shall conduct at least ten (10) quality assurance monitorings per month for each person performing collection services for more than six (6) months and at least fifteen (15) quality assurance monitorings per month for each person performing collection services for less than six (6) months and shall document each monitoring. The contractor shall provide monitoring documentation to the state agency upon state agency request.
- a. The state agency reserves the right to conduct quality assurance monitorings on the contractor on a periodic basis. The state agency shall share the outcomes from these monitoring events with the contractor.
- 2.8.4 The state agency will monitor the contractor's performance through a process including, but not limited to, random sampling of the contractor's performance and through case surveys.
- 2.8.5 The contractor shall assist the state agency, as needed, in compiling and evaluating individual and process-wide performance reports, and in some cases, manual or "ad hoc" system reports from the collections case management system and predictive dialer system. The contractor shall work with state agency staff assigned to report development and shall provide services in support of these activities as directed by state agency.

2.9 Invoicing and Payment Requirements:

- 2.9.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.
- 2.9.2 Invoicing – The contractor must submit an itemized invoice on a monthly basis for the total amount due the contractor to the following address:

Department of Revenue - Customer Services Division
Collection and Taxpayer Assistance
PO Box 1646
Jefferson City, MO 65109

- a. The contractor shall invoice in accordance with the firm, fixed percentage and price stated on the Pricing Page.
- b. Each invoice must reference the contract number.
- c. Pursuant to Section 140.850 RSMo, the combined fixed percentage and fixed hourly rate that the contractor invoices for shall not exceed twenty-five percent (25%) of the total amount collected from the collection services required herein.

2.9.3 Payments - The contractor shall be paid after state agency review and approval of the contractor's services and invoice. However, the contractor shall only be paid for those cases in which the contractor has received a promise to pay or a promise to file from the case and in which payment has been received prior to the expiration of the promise to pay/file date, as reflected on the collection case management system's Collection Performance Report.

- a. For collection services for taxpayer cases, the contractor shall be paid in accordance with the applicable percentage stated on the Pricing Page of the amount of the debt actually collected.
- b. For collection services for non-filer cases, the contractor shall be paid in accordance with the hourly rates stated on the Pricing Page for each hour, per person, spent working on the non-filer case. In addition, the contractor shall be paid in accordance with the applicable percentage stated on the Pricing Page of the amount of debt actually collected.
- c. The payment to the contractor shall be subject to the liquidated damages and any other adjustments specified elsewhere herein.
- d. The state agency may elect to reimburse the contractor for out-of-pocket expenses relating to materials, equipment, tools, and machinery including storage and transportation of such as required to perform services under this contract, provided the contractor has obtained prior approval for reimbursement from state agency.

2.9.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, workers compensation costs, insurance premiums, unemployment compensation costs, taxes, or other obligations of the contractor associated with the provision of performing the services required herein.

2.10 Other Contractual Requirements:

2.10.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including

correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 2.10.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.10.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices and percentages for the renewal period shall not exceed the maximum price and percentage for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices and percentages are not provided, then prices and percentages during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and percentage and reserves the right to offer or to request renewal of the contract at a price and percentage less than the maximum price and percentage stated.
- 2.10.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.10.5 Transition - Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after the expiration, termination or cancellation date of the contract for a price and percentage not to exceed those prices and percentages set forth in the contract.
 - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
- 2.10.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the

contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.10.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.10.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.10.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.10.10 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

- 2.10.11 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.10.12 Dishonesty Bond - The contractor must have and maintain a Dishonesty Bond in a minimum amount of \$1,000,000.
- a. The bond shall cover the State of Missouri as additional insured.
 - b. The bond shall cover any loss caused to the state agency through any fraudulent or dishonest act or acts committed by the contractor or any of the contractor's employees, acting alone or in collusion with others by virtue of his/her position or employment during the contract period.
 - c. No later than thirty (30) days after notification of award of the contract, the contractor must submit the bond and proof of such coverage to the state agency.
- 2.10.13 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation - The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.
- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.
 - b. The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.
 - c. If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.
- 2.10.14 Blind/Sheltered Workshop Participation - The contractor shall comply with any blind/sheltered workshop participation levels committed to in the contractor's awarded proposal.
- a. The contractor shall submit a report to the Division of Purchasing & Materials Management each calendar quarter documenting the dollar amount of goods and/or services that have been purchased from the blind/sheltered workshop in the performance of the services required herein.
 - b. The Division of Purchasing & Materials Management will monitor the contractor's compliance in meeting required participation levels. If the contractor's payments to the participating organization

for the blind/sheltered workshop are less than the amount committed, the state may cancel the contract and or suspend or debar the contractor from participating in future state procurements.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 3.1.2 When submitting a proposal, the offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.
- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.
 - b. Open Records - Pursuant to Section RSMo 610.021, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
 - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The proposal should be page numbered.
 - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 3.1.4 Questions Regarding the RFP - The offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.
 - b. The offeror is advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

- c. Except as stated below, the offeror and the offeror's agents may not contact any other state employee regarding the RFP, the evaluation, etc., during the solicitation and evaluation process.
 - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
 - 2) The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - 3) Offerors and their agents who have questions regarding this matter should contact the buyer.

3.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
 - a. Cost.....40 points
 - b. Experience, Reliability, and Expertise of Personnel.....35 points
 - c. Method of Performance20 points
 - d. MBE/WBE Participation 5 points
- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 3.3.3 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.
 - a. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference provided the following conditions and evidence have been met:

- 1) The offeror is either an organization for the blind or sheltered workshop or is proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
 - 2) A recently dated letter of intent signed by the organization for the blind or sheltered workshop is provided with the proposal: (1) describing the products/services the blind/sheltered workshop will provide; (2) indicating the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must exceed \$5,000.00 or a minimum of five percent (5%) of the total valued of the contract with a value of not less than \$5,000.00; and (3) evidence of the blind/sheltered workshop qualifications (i.e., copy of certificate or certificate number).
- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>

3.4 Evaluation of Cost:

- 3.4.1 The objective evaluation of cost shall be based upon the following calculations for the original contract period plus each potential renewal option. The cost evaluation points from the Part 1 and Part 2 Calculations shall be added together in order to obtain the total cost evaluation point score.

Part 1 Calculation (35 points):

The total for the Part 1 Calculation shall be based upon the sum of the percentages for collection services for taxpayer cases stated on the Pricing Page. The sum of these values shall then be inserted into the formula below to determine cost evaluation points for the Part 1 Calculation.

$$\frac{\text{Lowest Responsive Percentage}}{\text{Compared Offeror's Percentage}} \times 35 = \text{Cost evaluation points}$$

Part 2 Calculation (5 points):

The total for the Part 2 Calculation shall be based upon the sum of the hourly rate for collection services for non-filer cases. The sum of these values shall then be inserted into the formula below to determine cost evaluation points for the Part 2 Calculation.

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Offeror's Price}} \times 5 = \text{Cost evaluation points}$$

3.5 Evaluation of Offeror's Experience, Reliability, and Expertise of Personnel:

- 3.5.1 Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP.
- 3.5.2 Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.

- 3.5.3 Prior Experience - The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.
- 3.5.4 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 3.5.5 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 3.5.6 Personnel Expertise - The offeror should utilize Exhibit C for summarizing the personnel information for proposed key personnel and may also submit resumes with additional information.
- a. The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this document.
 - b. Information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
 - c. The offeror should identify the proposed onsite manager(s) to be used for all contact, correspondence, and reporting with the state agency and should provide detailed information regarding the qualifications of the proposed onsite manager(s).
- 3.5.7 Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 3.5.8 Licenses - The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 3.6 Evaluation of Method of Performance:**
- 3.6.1 Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy

the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

3.6.2 Description of Proposed Services - Exhibit D is provided for the offeror's use in providing information about the proposed method of performance. The offeror may also respond to the provisions in the Contractual Requirements by: (1) identifying each specific paragraph and subparagraph of the Contractual Requirements by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform.

3.6.3 Implementation Plan - The offeror should complete Exhibit E, or any other format, to describe the proposed schedule for the implementation of the required services beginning from date of the notice of award to the day services are fully operational. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) may also be used.

3.7 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

3.7.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, it is desired the offeror secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

3.7.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. The offeror's failure to provide any commercially useful MBE/WBE participation shall result in a score of 0 in this evaluation category.
- b. Offerors meeting or exceeding the State of Missouri targets of 10% MBE and 5% WBE participation shall receive the maximum points in this category.
- c. Lesser participation commitments shall receive a lesser amount of the maximum points.

3.7.3 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide information on the offeror's proposed participation of MBE/WBE firms by submitting the following completed Exhibits with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit F, Participation Commitment, in order to identify each proposed MBE and WBE as well as to identify the offeror's proposed total MBE/WBE participation commitment.
- b. Documentation of MBE/WBE Participation - If the offeror is proposing MBE/WBE participation, the offeror must ensure that each MBE and WBE listed in Exhibit F, Participation Commitment,

completes Exhibit G, Documentation of MBE/WBE Participation, which must be submitted with the offeror's proposal.

- c. Offerors Qualifying as MBE/WBE – If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must complete both the Participation Commitment and Documentation of MBE/WBE Participation Exhibits identified above.

3.7.4 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror in Exhibit F, Participation Commitment, and verified in Exhibit G, Documentation of MBE/WBE Participation, shall be interpreted as a contractual requirement.

3.7.5 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

3.7.6 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Supplier and Workforce Diversity (OSWD) at:

Office of Administration, Office of Supplier and Workforce Diversity
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://www.oa.mo.gov/oswd>

4. **PRICING PAGE**

- 4.1 Collection Services** - The offeror shall provide a firm, fixed percentage of the debt collected for the original contract period and a maximum percentage for each potential renewal period for providing the collection services in accordance with the provisions and requirements of this RFP. All costs associated with providing collection services shall be included in the stated percentages.

Contract Period	Percentage of Debt Collected	
Original Contract Period	_____	Firm, Fixed Percent
First Renewal Period	_____	Maximum Percent
Second Renewal Period	_____	Maximum Percent
Third Renewal Period	_____	Maximum Percent
Fourth Renewal Period	_____	Maximum Percent

- 4.2 Collection Services for Non-Filer Cases** - The offeror shall provide a firm, fixed hourly price for the original contract period and a maximum hourly price for each potential renewal period for providing the collection services on non-filed returns in accordance with the provisions and requirements of this RFP. All costs associated with providing collection services of non-filed returns shall be included in the stated percentages.

Contract Period	Price Per Hour	
Original Contract Period	_____	Firm, Fixed Price
First Renewal Period	_____	Maximum Price
Second Renewal Period	_____	Maximum Price
Third Renewal Period	_____	Maximum Price
Fourth Renewal Period	_____	Maximum Price

- 4.3 Organizations for the Blind or Sheltered Workshop** - If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, including the signed letter of intent, as referenced elsewhere herein.

Name of Organization for Blind/Sheltered Workshop:	
Address of Organization for Blind/Sheltered Workshop	
MO Certificate Number for Missouri Sheltered Workshop:	

- 4.4 Outside United States** - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

- 4.5 Employee/Conflict of Interest** - Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

EXHIBIT A**COMPANY INFORMATION**

The offeror should complete the following with information about the offeror's organization and should provide information that documents and verifies the number of years stated in each blank, as appropriate:

<u>Information</u>	<u>Dates</u>	<u>Explanation and Detailed Support Verifying Dates</u> (ie: contract/client name, etc)
Total number of years in business	Beginning Date: _____	
Total number of years operating in collection business	Beginning Date: _____	

The offeror should provide the following information about client history:

<u>Information</u>	<u>Numbers</u>	<u>Explanation and Detailed Support</u>
Total number of current clients performing collection services	_____ Total Number	
Largest Current Client	_____ Dollar Size	

<u>Information</u>	<u>Explanation and Detailed Support</u>
Organizational history- including ownership structure, any pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc.	
Current financial condition – (such as most recent year audited financial statements, if public information, or other information documenting financial solvency). If the offeror is a subsidiary, provide this information for the parent company.	
Describe the structure of the organization including any board of directors, partners, top departmental management, etc	

EXHIBIT B**PRIOR EXPERIENCE**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT C**PERSONNEL EXPERTISE SUMMARY**

(Complete this Exhibit for personnel proposed. Resumes or summaries of key information may be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT D
METHOD OF PERFORMANCE

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

1. The offeror should provide a proposed collection approach.
2. The offeror should describe the expected staffing levels and how the proposed staff's hours will be utilized for each of the tax types and non-filed accounts
3. The offeror should provide samples of scripts used by in various types of collection scenarios.
4. The offeror should describe any planned continuing training for proposed staff.
5. The offeror shall propose a method of evaluating the state agency's return on investment (ROI) for the services required herein. The ROI evaluation compare the state agency's investment in using a collection center with the offeror's personnel to the dollars collected. The ROI evaluation should include Outcome Measures, Output Measures, Efficiency Measures, and Quality Measures.
6. Economic Impact to Missouri - The offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
7. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) the relationship of service personnel to management and support personnel, (2) the names of the personnel and the working titles of each, and (3) any proposed subcontractors including management, supervisory, and other key personnel.
 - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.

EXHIBIT D CONTINUED

8. Along with a detailed organizational chart, the offeror should describe the following:
- How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - Total Personnel Resources - If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri. The offeror should describe the expected staffing levels and how the proposed staff's hours will be utilized for each of the tax types and non-filed cases.

EXHIBIT E

IMPLEMENTATION PLAN

Implementation Plan - The offeror should briefly and sequentially describe the tasks or events and time line proposed for the implementation of the required services as well as the personnel proposed to perform each task and the number of work hours for each person.

"Completion Day" should be specified as a certain number of days from effective date of the contract until completion of the specific task and should be expressed as calendar days, not actual days.

"Assigned Personnel" should be identified by name rather than project title unless such personnel are yet to be hired.

"Workhours" should indicate that time each assigned person will spend on the specific task.

[illegible]

EXHIBIT F
PARTICIPATION COMMITMENT

If proposing MBE/WBE participation, the offeror must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.) This completed Exhibit must be submitted with the offeror's proposal.

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

NOTE: In order to be a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE:		Total WBE:	

Authorized Signature of Offeror

Date

EXHIBIT G
DOCUMENTATION OF MBE/WBE PARTICIPATION

If proposing MBE/WBE participation, the offeror must provide a copy of this page to each proposed MBE/WBE. Each MBE/WBE proposed by the offeror in the proposal must complete a copy of this Exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this Exhibit. Each of these Exhibits completed by a proposed MBE/WBE must be submitted with the offeror's proposal.

Indicate appropriate business classification(s):

_____ MBE _____ WBE

Name of MBE/WBE firm: _____
 Address: _____ Phone #: _____
 City/State/Zip: _____ Fax #: _____
 Email Address: _____

Describe the products/services you (*as the MBE/WBE company proposed for participation*) will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are providing.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Supplier and Workforce Diversity (formerly Office of Equal Opportunity) certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Supplier and Workforce Development (OSWD).

Name of MBE/WBE Owner: _____ Date: _____
 MBE/WBE Certification No.: _____ Certification Expiration Date: _____
 Federal Employer Identification No./Social Security No.: _____

Authorized Signatures:

_____ <i>MBE/WBE Owner/Rep. Authorized Signature</i>	_____ <i>Date</i>	_____ <i>Offeror Authorized Signature</i>	_____ <i>Date</i>
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ATTACHMENT #1**DEPARTMENT OF REVENUE**
CUSTOMER SERVICE**AUTHORIZATION FOR RELEASE OF INFORMATION**

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Department of Revenue, Customer Service Division, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the Department of Revenue, Customer Service Division, may conduct and background investigation and/or before rendering a decision regarding my eligibility to perform services for the Department of Revenue, Customer Service Division, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Department of Revenue, Customer Service Division, and all other persons, firms, corporations, and institutions supplying the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number

ATTACHMENT #2**STATE OF MISSOURI, DEPARTMENT OF REVENUE****CONFIDENTIALITY OATH**

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code impose criminal penalties for the unauthorized disclosure of tax information received from the federal government or by the State of Missouri. I will not reveal the condition or affairs of any person, firm, or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

Signature of Employee/Agent

Witness

Date

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any

warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;

- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 03/01/07